

Div. of Economic Services

RECEIVED

JUL 22 1986

JUL 14 1986

COOPERATIVE AGREEMENT

MEDICAL ASSISTANCE

Office of the Secretary  
of the State

BETWEEN THE DELAWARE DIVISION OF ECONOMIC SERVICES  
FOR THE MEDICAL ASSISTANCE PROGRAM

DIV. OF ECONOMIC SERVICES

AND

THE DELAWARE DIVISION OF CHILD SUPPORT ENFORCEMENT

JUL 16 1986

ES. SECTION

This cooperative agreement is entered into between the DELAWARE DIVISION OF ECONOMIC SERVICES FOR THE MEDICAL ASSISTANCE PROGRAM, hereinafter referred to as the MEDICAID AGENCY and the DELAWARE DIVISION OF CHILD SUPPORT ENFORCEMENT, hereinafter referred to as the CHILD SUPPORT AGENCY.

I. BACKGROUND INFORMATION AND OVERVIEW

Section 1902(a)(25) of the Social Security Act requires state or local Medicaid agencies to take all reasonable measures to identify legally liable third party resources to pay for services furnished to Medicaid recipients and to seek reimbursement to the extent that the party is legally liable. As amended by Section 2367 of DEFRA, Section 1912 of the Act requires that, as a condition of Medicaid eligibility, applicants and/or recipients of Medicaid must assign any rights to medical support to the Medicaid agency, and state Medicaid plans must provide for entering into cooperative agreements for the enforcement of rights to and collection of third party benefits. The agreement(s) may be with the state Title IV-D agency, any appropriate agency of any state, and appropriate court and law enforcement officials.

The Child Support Enforcement Amendments of 1984 require state agencies administering the Child Support Enforcement Program to petition for the inclusion of medical support as part of any new or modified child support order whenever health care coverage is available to the absent parent through an employer at a reasonable cost. Title IV-D agencies are also required to collect medical support information on IV-D cases which are AFDC related, and to submit that information to the Medicaid agency for use in Third Party Liability activities.

Therefore, this cooperative agreement between the MEDICAID AGENCY and the CHILD SUPPORT AGENCY is meant to reflect the foregoing information and provide for the mutual understandings and responsibilities of the two agencies, as required by each agency's applicable federal regulations and state plan.

The agencies, in consideration of the covenants contained herein, hereby agree as follows:

## II. RESPONSIBILITIES OF THE AGENCIES

### A. MEDICAID AGENCY RESPONSIBILITIES

The MEDICAID AGENCY will adhere to the requirements of 42 CFR §433.152, "Requirements for cooperative agreements for third party collections," which provides for developing the specific terms of cooperative agreements with other agencies, as deemed appropriate for individual circumstances. As specified in the cite, the MEDICAID AGENCY will "meet the requirements of the Office of Child Support Enforcement for cooperative agreements under 45 CFR Part 306 and provide reimbursement to the IV-D agency only for those child support services performed that are not reimbursable by the Office of Child Support Enforcement under Title IV-D of the Act and that are necessary for the collection of amounts for the Medicaid program."

The MEDICAID AGENCY must reimburse the CHILD SUPPORT AGENCY for all medical support enforcement activities performed as part of the cooperative agreement which are beyond the requirements specified in the Child Support Amendments of 1984. However, according to the terms and provisions defined herein, it is understood and agreed that the CHILD SUPPORT AGENCY will not be required to perform any activities above their federally mandated requirements.

Specifically, the MEDICAID AGENCY will provider for:

1. Assuring in the State Plan that this cooperative agreement has been implemented;
2. Obtaining assignment of rights to medical support or other third party payments to the MEDICAID AGENCY as a condition of eligibility;
3. Requiring the applicant and recipient who assigns his/her rights to cooperate in establishing paternity and obtaining medical care support and payments as a condition of eligibility;
4. Supplying Medical Insurance Support Questionnaires to the CHILD SUPPORT AGENCY and training CHILD SUPPORT AGENCY workers in the use of the form when necessary or requested by the CHILD SUPPORT AGENCY;
5. Receiving completed Medical Insurance Support Questionnaires from the CHILD SUPPORT AGENCY and processing same for related TPL functions (cost-avoidance and/or recovery);
6. Referring back to the CHILD SUPPORT AGENCY, for purposes of enforcement, those cases where medical support has been ordered or voluntarily agreed to but for which the absent parent has failed to provide;
7. Maintaining contact with the CHILD SUPPORT AGENCY to ensure the timely flow of required information;
8. Retaining final responsibility for all TPL collection functions not covered by this cooperative agreement.

B. CHILD SUPPORT AGENCY RESPONSIBILITIES

The CHILD SUPPORT AGENCY will adhere to the requirements of 45 CFR § 302, "State Plan Requirements," § 304, "Federal Financial Participation," and § 306, "Medical Support Enforcement," which provide for performing certain limited medical support activities. As specified in the above cites and Child Support- Enforcement

Amendments of 1984, the CHILD SUPPORT AGENCY will obtain basic medical support information during the regular processing of AFDC related IV-D cases, submit the information to the MEDICAID AGENCY, petition to include medical support in new or modified support orders in situations in which coverage is available to the absent parent at reasonable cost, and ensure that the medical coverage required by the support order is obtained by the absent parent.

These regulations and activities apply only to those cases for which assignment of rights to medical support is in effect (which the MEDICAID AGENCY requires as a condition of Medicaid eligibility), and do not require the CHILD SUPPORT AGENCY to perform follow-up activities such as collection of payments for medical services from liable third parties, which remain the responsibility of the MEDICAID AGENCY. THE CHILD SUPPORT AGENCY is also not required to attempt to modify or adjust an existing court or administrative order for the sole purpose of including medical support.

Specifically, the CHILD SUPPORT AGENCY will provide for:

1. Obtaining prior approval from the agency's Regional Representative;
2. Incorporating this cooperative agreement in its state plan;
3. Assigning the required medical support activities described in this agreement to the Operations Unit of the CHILD SUPPORT AGENCY;
4. Establishing and maintaining the necessary records for medical support activities and for fiscal accountability as required in the State Plan and OCSE regulations;
5. Gathering specified medical support information regarding IV-D cases and submitting the information to the MEDICAID AGENCY via the Medical Insurance Support Questionnaire for TPL activities;
  - a. The medical support information required is:

- (i) name, address, and Social Security number of the absent parent;
  - (ii) name and address of the absent parent's employer;
  - (iii) children's names for which support is being sought;
  - (iv) AFDC case number (DCIS number);
  - (v) custodial parent's name and Social Security number;
  - (vi) insurance company name and policy numbers;
  - (vii) names of persons covered if the absent parent has any health insurance.
6. Petitioning the court or administrative authority to include employment-related or other group health insurance that is available to the absent parent at a reasonable cost in new or modified support orders, unless the custodial parent has satisfactory coverage other than Medicaid; (Health insurance is defined to be reasonable in cost if it is employment-related or other group health insurance and does not reduce the absent parent's ability to pay child support.);
7. Petitioning the court or administrative authority to include medical support whether or not it is actually available to the absent parent at the time the order is entered or modification of current coverage to include medical support obligation;
8. Ensuring and enforcing that the medical coverage required by the support order is obtained by the absent parent, and providing the MEDICAID AGENCY with that health insurance information via the Medical Insurance Support Questionnaire, either at the time the order is entered or when the absent parent secures health coverage under the order;
9. Communicating with the MEDICAID AGENCY to determine if there have been lapses in health insurance coverage for Medicaid applicants and recipients;
10. Requesting that employers and other groups offering health insurance coverage that is being enforced by the CHILD

SUPPORT AGENCY notify the agency when the absent parent's health insurance coverage lapses;

11. Assuring that child support enforcement activities personnel or resources will not decrease as a result of this cooperative agreement.

### III. TERM OF THE AGREEMENT

Subject to the provisions contained herein, the period of this agreement will commence upon approval and signature of the document by each agency's duly authorized officials, and will continue indefinitely or until terminated by written notice and mutual consent of the signatories.

### IV. MODIFICATION OF THE AGREEMENT

This agreement may be modified or amended as necessary because of changing federal regulations or the requirements of each agency by written agreement. No alteration or variation of the terms and provisions of this agreement will be valid unless made by written agreement and duly executed by the administrative officials of both agencies.

### V. CONFIDENTIALITY OF INFORMATION

In accordance with 45 CFR 205.50, 29 Del. Code, Ch. 100, and other applicable federal and state plan requirements, both agencies agree that for purposes of safeguarding information, any information obtained or shared by the agencies will not be used in any manner except as necessary for the proper discharge of responsibilities as defined in this agreement.

VI. FEDERAL FINANCIAL PARTICIPATION

This cooperative agreement specifies that the CHILD SUPPORT AGENCY will not be required to perform any functions beyond those which are mandated by CCSE regulations. There will be no need, therefore, for the MEDICAID AGENCY to reimburse the CHILD SUPPORT AGENCY for the activities it performs under the ~~terms~~ of this agreement. The MEDICAID AGENCY will not need to claim FFP for any additional administrative expenses on the quarterly statement of expenditures, nor will the CHILD SUPPORT AGENCY need to claim FFP for any additional administrative expenses other than those normally covered as part of the IV-D plan and/or cooperative agreements.

In consideration of the foregoing recitals and provisions, the parties hereto have caused this agreement to be executed by their duly authorized officials.

FOR THE CHILD SUPPORT AGENCY

Benjamin A. Law  
Director  
Division of Child Support Enforcement

June 18, 1986  
Date

FOR THE MEDICAID AGENCY

Paul S. Fischer  
Administrator  
Medical Assistance Program

June 23, 1986  
Date

John T. Hugel  
Director  
Division of Economic Services

July 7, 1986  
Date

Thomas P. Earle  
Secretary  
Department of Health and Social Services

7/16/86  
Date

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

STATE OF DELAWARE

ATTACHMENT 4.16-A

SP-187

COOPERATIVE ARRANGEMENTS WITH STATE HEALTH AND  
STATE VOCATIONAL REHABILITATION AGENCIES AND WITH TITLE V GRANTEES

The Division of Economic Services has cooperative agreements with the Division of Public Health (which is also the State's Title V grantee), the Division of Mental Health and the Division of Vocational Rehabilitation in accordance with the requirements of 42 CFR 431.615.

ST. Del SA Approved 4-5-82  
RC Approved 5-11-82 Effective 4-2-82

Revised 4/1/82